

1 BILL NO. S-80-11-25

2 SPECIAL ORDINANCE NO. S-147-80

3
4 AN ORDINANCE approving an Agreement be-
5 tween the City of Fort Wayne, Indiana,
6 and Carty, Donlan, O'Neill and Monahan,
7 Inc. for a study and evaluation.

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
9 INDIANA:

10 SECTION 1. That a certain Agreement dated November 12, 1980,
11 between the City of Fort Wayne, Indiana, by and through its Mayor and
12 the Board of Public Works and Carty, Donlan, O'Neill and Monahan for:

13 to assist in a study and evaluation of the City's com-
14 munications services, equipment and agreements and in
15 implementing any new system,

16 at a cost of \$23,000.00 (Phase I: \$9,000.00; Phase II: 14,000.00), all as
17 more particularly set forth in said Agreement which is on file in the Of-
18 fice of the Board of Public Works and is by reference incorporated herein
19 and made a part hereof, be and the same is in all things hereby ratified,
20 confirmed and approved.

21 SECTION 2. That this Ordinance shall be in full force and ef-
22 fect from and after its passage and approval by the Mayor.

23 
24 COUNCILMAN

25 APPROVED AS TO FORM AND
26 LEGALITY NOVEMBER 20, 1980.

27 
28 JOHN E. HOFFMAN, City Attorney
29
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31
32

Read the first time in full and on motion by Stier, seconded by Nuckols, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 11-25-80, the 25 day of November, 1980, at 6 o'clock P. M., E.S.T.

DATE: 11-25-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Stier, seconded by Nuckols, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>			
<u>BURNS</u>	<u>X</u>				
<u>BISBART</u>	<u>X</u>				
<u>GIAQUINTA</u>	<u>X</u>				
<u>NUCKOLS</u>	<u>X</u>				
<u>SCHMIDT, D.</u>	<u>X</u>				
<u>SCHMIDT, V.</u>	<u>X</u>				
<u>SCHOMBURG</u>	<u>X</u>				
<u>STIER</u>	<u>X</u>				
<u>TALARICO</u>	<u>X</u>				

DATE: 12-9-80

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 147-80 on the 9th day of December, 1980.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Vivian A. Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of December, 1980, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 10th day of December 1980, at the hour of 3 o'clock P. M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-11-25

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN
ORDINANCE approving an Agreement between the City of Fort Wayne,
Indiana, and Carty, Donlan, O'Neill and Monhan,
Inc. for a study and evaluation

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

JAMES S. STIER, CHAIRMAN

MARK GIAQUINTA, VICE CHAIRMAN

BEN EISBART

PAUL M. BURNS

DONALD J. SCHMIDT

12-9-80
DATE CHARLES W. WEBERMAN, CITY CLERK



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

September 22, 1980

The Common Council
Fort Wayne, Indiana

SUBJECT: Agreement for consulting services for phone system with
Carty, Donlan, O'Neill and Monahan, Inc.

Gentlemen and Mrs. Schmidt:

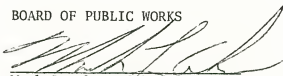
Agreement for consulting services to evaluate the efficiency of the
city's phone system and to make recommendations for improvements.

The cost of this study will be paid 30 percent by City Utilities and
70 percent from "appropriation for consultants in Controller's Office
and will not exceed \$23,000.00.

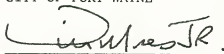
The Board of Public Works respectfully requests a "Prior Approval" due
to time deadlines imposed by the publication date of the telephone
directory and the lead time required to implement recommended improvements.

Sincerely,

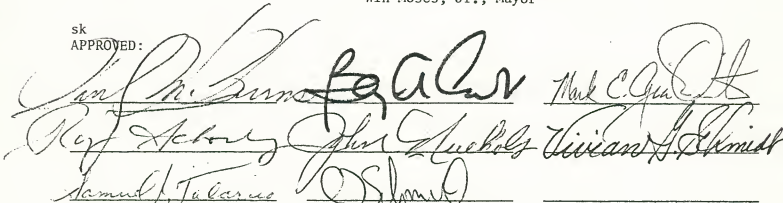
BOARD OF PUBLIC WORKS


Mark L. Akers, Chairman

CITY OF FORT WAYNE


Win Moses, Jr., Mayor

sk
APPROVED:


MEMBERS OF THE COMMON COUNCIL

ATTEST:


Charles Westerman, Clerk

AN EQUAL OPPORTUNITY EMPLOYER

10-40-4 H.I.
11/12/80

AGREEMENT

This agreement made this 12th day of November, 1980 by and between Carty, Donlan, O'Neill and Monahan, Inc. (CDOM) and the City of Fort Wayne, Indiana (City)

WITNESSETH:

Whereas, subject to appropriate councilmanic approval of this agreement and appropriation of necessary funds, City is desirous of employing CDOM to assist it in a study and evaluation of its communications services, equipment and agreements and in implementing any new system, and

Whereas, CDOM is willing to undertake said employment and render such services, advice and assistance upon the terms, and conditions and compensation herein set forth;

Now, therefore, the parties do herewith agree:

1. Scope of Work.

Attached hereto as Exhibits 1 and 2 are letters from CDOM to City dated 09/15/80 and 09/17/80 detailing work to be performed by CDOM for City.

2. Phase I.

CDOM shall perform the first phase of the employment for the sum of \$9,000.00 including all expenses and costs to be paid as follows:

- a. 20% upon completion of initial review to determine equipment and feature requirements.
- b. 20% upon completion of Bid Specifications and submission thereof to vendors.
- c. 20% after completing initial vendor responses and submission of requests for final price quotations.
- d. 20% after preparation and presentation of CDOM's final report and recommendation.
- e. 20% on or before 30 days after presentation of CDOM's final recommendation.

3. Phase II.

In the event City determines to implement a new telephone system, then at City's request CDOM shall supervise the installation of such system and shall assure that all equipment installed shall conform to the specifications for same as City shall have adopted, and that installation shall be completed within the specified time limits set forth in various vendor and contractor agreements with City for such equipment.

For its services, expenses and costs in performing such services in Phase II, CDOM shall be paid the sum of \$14,000.00 in accordance with Exhibit 3 attached hereto and with

final payment due within 30 days following the complete installation of such new telephone system per plans and specifications and to City's satisfaction.

4. Commencement of Work.

CDOM shall commence performance of its duties within 7 days of date City notifies it to commence and shall diligently pursue same thereafter consistent with the goal of selecting a system by 01/01/81 and complete installation thereof by 05/01/81.

5. Indemnity for Claims.

CDOM will furnish immediately a certificate from the Industrial Board of the State of Indiana, that they have complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of CDOM, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by their employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CDOM, shall be conclusive against CDOM as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CDOM indemnify and hold harmless City in the premises.

CDOM shall save and hold City harmless free of any claim or demand arising out of CDOM's performance of its duties hereunder, including not limited to personal injury claims, property damage claims, and patent infringement claims.

6. Subject to Common Council Approval.

This agreement shall have no force or effect unless and until duly approved by the Common Council of the City of Fort Wayne and councilmanic appropriation of or approval of the necessary funds for payment of CDOM's fee herein.

7. Post-Installation Duties.

In the event that at any time within 6 months following completion of the installation of all equipment, City experiences difficulties therewith or same are not properly installed, then CDOM shall, without additional compensation, assist City in causing such equipment to be properly installed by the party having contracted for and installing same and shall assist City in the

training of its personnel in the utilization of the new equipment, its maintenance, and its services.

8. Miscellaneous.

CDOM shall, if required, file an appropriate affirmative action program with City.

In the performance of its duties, neither CDOM nor its contractors, subcontractors, or persons acting on its behalf shall discriminate against any person who is qualified and available to perform the duties of CDOM; shall obstruct the enforcement of General Ordinance G-34-78 (as amended) of the City of Fort Wayne, Indiana; or retaliate against any person.

CDOM further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12, 1978.

In witness whereof, the parties have executed this agreement on the date and year first noted.

CARTY, DONLAN, O'NEILL AND
MONAHAN, INC.

BY: 

ATTEST: _____

Secretary

CITY OF FORT WAYNE, INDIANA

BY: 

WIN MOSES, JR., Mayor

BOARD OF PUBLIC WORKS

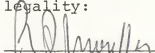

MARK L. AKERS, Chairman

ATTEST:


SANDRA E. KENNEDY, Clerk


ROBERTA ANDERSON STATEN, Member

Approved as to form and
legality:


RICHARD I. SNOUFFER
Associate City Attorney

HERBERT R. GAMACHE, Member

Approved by the Common Council of the City of Fort
Wayne on the ____ day of _____, 1980.



Carty, Donlan, O'Neill & Monahan, Inc.

September 15, 1980

Mr. Steven Dearing
Communications Department
City-County Building, Room 350
One Main Street
Fort Wayne, Indiana 46802

Dear Mr. Dearing:

Thank you for the opportunity to submit this proposal to assist you and the City of Fort Wayne in evaluating and upgrading your communications services. Based upon our telephone conversations, it seems clear that there are three major factors governing this study. First, the system that you select must be cost-effective. Second, it must be reliable. Finally, we must be able to select a system by January 1, 1981 and have that system installed by May 1, 1981.

You have indicated to me that you presently have approximately 700 Centrex stations and that this is likely to increase to about 750 stations by the time of installation. You have also indicated that most of these stations are centralized, but you do have a few Off-Premise Extension (OPX) Lines. In order to select a system for the City of Fort Wayne that would meet both present and future requirements, we would need to take the following steps:

1. Determine the current station equipment requirements - specifically for single line and multi-line instruments.
2. Determine current trunking requirements for local central office and special toll trunks.
3. Determine current requirements for system features.
4. Evaluate future growth projections for stations and trunks.
5. Determine possible future applications for system features.
6. Identify qualified vendors.
7. Submit detailed Bid Specifications to vendors for hardware pricing.
8. Evaluate initial bid responses for completeness and accuracy.

9. Determine optional feature requirements for each system.
10. Submit request to vendors for final pricing of both equipment and features.
11. Review final price quotations for completeness and accuracy.
12. Prepare final report and recommendation including analysis of features, services, and costs.
13. Present initial recommendation to Communications Department.
14. Present final recommendation to City Council or other appropriate agencies as required.

Based upon our experience with systems of this size, I would estimate that this study will require 175 Man Hours. Our hourly rate is \$40. Consequently, the total cost for the study would be \$7,000. This is about 1% of the total estimated cost of the system for the city.

In addition to our base rate for consulting services, there will be an additional fee for travel expenses. We would offer you the option of either paying a flat fee of \$2,000 to cover all travel expenses or to pay for travel expenses as required. This means that if you choose to pay a flat fee for travel expenses, the total cost for the project would be \$9,000. Once again, this represents just slightly over 1% of the total system cost. The entire project would take approximately ten weeks. This means that if we were to begin the project soon, you could have a final recommendation by the beginning of December. This would give you the month of December to make your final decision so that you could sign a contract for a new system by January 1, 1981. Billing for the study would be based on the following Progress Billing Schedule:

PROGRESS BILLING SCHEDULE

- 10% upon notification that we have been selected to perform the study.
- 20% upon completion of initial review to determine equipment and feature requirements.
- 20% at the time that Bid Specifications are completed and submitted to vendors.
- 20% after completing initial vendor responses and submitting requests for final price quotation.

20% after preparing and presenting final report and recommendation.

10% thirty days after final recommendation has been presented.

I hope that this proposal clearly identifies the steps that we would take in conducting a review of your requirements and assisting you in selecting a new system for the City of Fort Wayne that will be cost-effective and reliable, as well as a system that can be installed by May 1, 1981. I will be happy to answer any additional questions that you may have about this proposal or about our firm, and I would look forward to the opportunity of working with you in the near future.

Sincerely,

CARTY, DONLAN, O'NEILL & MONAHAN, INC.


Patrick M. Monahan
President

PMM/cj



Carty, Donlan, O'Neill & Monahan, Inc.

September 17, 1980

Mr. Steven Dearing
Communications Department
City-County Building, Room 350
1 Main Street
Fort Wayne, Indiana 46802

Dear Mr. Dearing:

Please accept this letter as confirmation of our agreement to assist you in evaluating Communications Services for the City of Fort Wayne, and to assist you in implementing a new system if necessary.

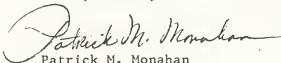
We have agreed that there are essentially two separate projects. The first project would be a comparative review of your current Centrex System and the new Electronic Systems offered by General Telephone as well as other private vendors. The total cost of this project, including expenses, would be \$9,000.

The second project would be to provide assistance to you and the city in implementing a new telephone system. The total cost of this project, including expenses, would be \$14,000. Obviously, the second project would not be required if you decide to retain your present telephone system. In addition, acceptance of our proposal to assist you with a system review would not bind the City of Fort Wayne to accept our proposal to assist you in system implementation.

I look forward to working with you on this project and I am certain that you will be pleased with the quality of our work, as well as our ability to meet your deadlines.

Sincerely,

CARTY, DONLAN, O'NEIL & MONAHAN


Patrick M. Monahan
President

PAM/saj

PHASE II - SYSTEM IMPLEMENTATION

CDOM shall perform the services described below as Items One (1) to Twenty-nine (29) and shall be paid therefore as follows: \$2,000.00 upon completion of Items 1 through 8; \$2,000.00 upon completion of Items 9 through 14; \$2,000.00 upon completion of Items 15 through 20; \$2,000 upon completion of Items 21 through 28; \$2,000.00 upon completion of Item 29; and the balance of \$4,000.00 within 30 days following the complete installation of such new telephone systems per plans and specifications and to the City's satisfaction.

SYSTEM IMPLEMENTATION ITEMS

1. Determine Vendor/User Responsibilities.
2. Determine Vendor COS Requirements.
3. Develop GANT Chart.
4. Establish General COS Definitions.
5. Conduct Equipment Inventory.
6. Determine Station Equipment Requirements.
7. Determine Station COS.
8. Summarize Key Sheets.
9. Conduct Contract Negotiations.
10. Review CBX Equipment Order.
11. Review Miscellaneous Equipment Orders.
12. Determine Equipment Room Requirements.
13. Determine Space Requirements for Console Attendants.
14. Coordinate All Equipment Orders and Construction.
15. Develop Procedures Manual.
16. Design Network/ARS Pattern.
17. Define SMDR Processing and Output Requirements.
18. Develop Telephone Directory.
19. Define Training Requirements.
20. Develop Training Program.
21. Conduct Training.
22. Conduct Inventory of Existing Station Equipment.
23. Obtain Rebates for Over-Billing.

24. Conduct Inventory of New Station Equipment.
25. Test All System and Station Features.
26. Finalize Key Sheets and System Documentation.
27. Conduct Inventory of Switching Equipment.
28. Develop Block Diagram of Switching Equipment.
29. Review Miscellaneous Invoices and Finalize System Billing.

EXHIBIT 3

TITLE OF ORDINANCE 3073 Agreement between Consultants and the City of Ft. Wayne for evaluation and study of communications services.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-80-11-25

SYNOPSIS OF ORDINANCE Agreement between City, Donlan, O'Neill and Monahan, Inc. (Consultants)

and the City of Fort Wayne to assist in a study and evaluation of its communications services, equipment and agreements and in implementing any new system.

Agreement is to be in Two Phases: Phase I - Consultants shall perform the first phase of the employment for the sum of \$9,000.00. This will include the study and evaluation.

Phase II - If the City determines to implement a new telephone system, then at City's request Consultants shall supervise the installation. Phase II - the Consultants shall be paid \$14,000.00.

EFFECT OF PASSAGE The City will have employed Consultants for the study and evaluation of a new communication system.

EFFECT OF NON-PASSAGE The above described project cannot be completed.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$9,000.00 for completion of Phase I, and \$14,000.00 for Phase II, if started. The cost of this study will paid for

40 % by City Utilities and 60 % from "appropriation for consultants in Controller's Office and will not exceed \$23,000.00.

ASSIGNED TO COMMITTEE _____